

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** State Road 434 – Six Laning from Maitland Boulevard to State Road 436**DEPARTMENT:** PUBLIC WORKS **DIVISION:** ENGINEERING**AUTHORIZED BY:** W. Gary Johnson, P.E., Director **CONTACT:** Co-Co Wu, P.E. **EXT.** 5707
Jerry McCollum, P.E., County Engineer**Agenda Date** 04/11/06 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Authorize issuance of a check payable to the Florida Department of Transportation, as a required 50% County Incentive Grant Program matching fund, for the construction of State Road 434 six laning from Maitland Boulevard to State Road 436 (Financial Project Number 410520-1-54-01), and authorize payment of incidental expenses associated with acquisition of necessary easements.

District 3 – Commissioner Dick Van Der Weide

(Jerry McCollum, P.E., County Engineer)

BACKGROUND:

Seminole County entered into the original County Incentive Grant Program Agreement (CIGP Agreement) with the Florida Department of Transportation (FDOT) on May 25, 2001, to facilitate the State Road 434 widening from Maitland Boulevard to State Road 436. Under this Agreement, the FDOT provides reimbursement funding up to \$650,000 toward the design cost of this project. At the February 28, 2006 meeting, the Board approved Supplemental Amendment Number 1 to expand the original scope of the CIGP to include both right-of-way and construction activities. The supplemental agreement was executed on March 27, 2006.

Reviewed by:	
Co Atty:	<u>W. J.</u>
DFS:	
Other:	
DCM:	
CM:	<u>W. J.</u>
File No.	<u>CPWE02</u>

The FDOT awarded this grant to match a contribution payment of \$650,000 from Gateway Crossings for mitigating their impacts on State Road 434 as a result from concurrency review of the development. As a mitigation condition for concurrency, the contribution payment from Gateway Crossings is required to be spent on pre-construction or construction activities for this project.

The FDOT has scheduled to advertise this project for construction on May 11, 2006, and they anticipate the construction to start in October 2006. To ensure sufficient funding for the construction, FDOT will, according to the scope in Supplemental Amendment Number 1, transfer \$250,000 of CIGP funds in the FDOT's Work Program to the construction phase of this project, and the County will provide FDOT the required 50% CIGP matching fund of \$250,000 from the Gateway Crossing's contribution payment.

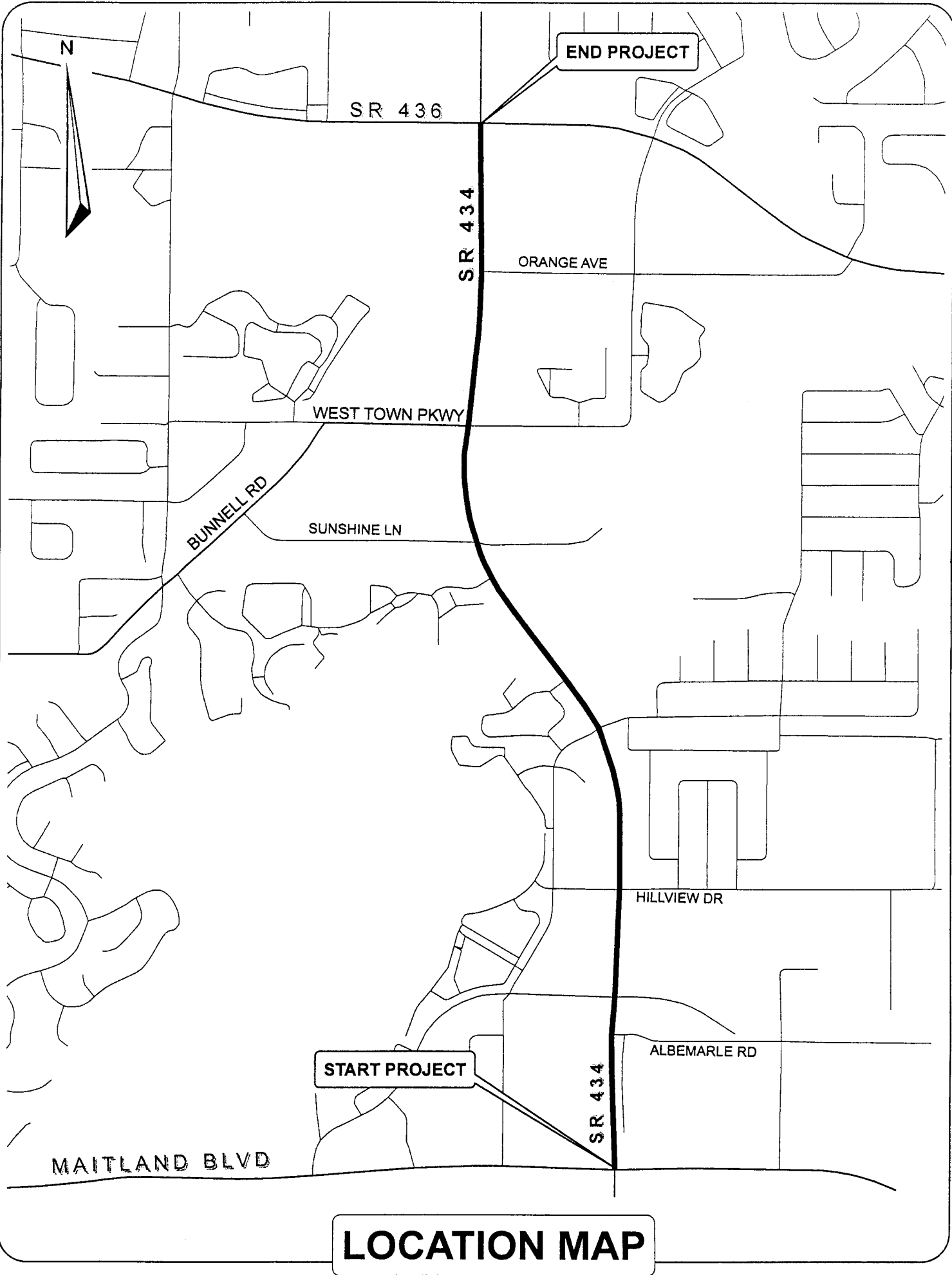
The remaining balance in the CIGP agreement and in the Gateway Crossing's contribution payment is to be applied to right-of-way and post design services for this project. The FDOT has reached an agreement with property owners for all easements required for this project. The only anticipated costs for the easements are incidental fees for review of dedication documents by the property owners' attorneys and lending institutions. Payment of those incidental costs will be processed by staff upon receipt of invoices through the FDOT.

Attachments: Location Map

FDOT Cover Letter

Resolution and Supplemental Amendment Number 1

Original Resolution and County Incentive Grant Program Agreement





Florida Department of Transportation

JEB BUSH
GOVERNOR

719 South Woodland Boulevard
DeLand, FL 32720-6834

DENVER J. STUTLER, JR.
SECRETARY

March 27, 2006

Mr. Jerry McCollum, P.E.
Seminole County Engineer
Department of Public Works, Suite 200
520 W. Lake Mary Blvd.
Sanford, FL 32773-7424

Subject: SR 434 -Supplemental No 1, FM 410520-2 -Contract No. AJ766

Dear Mr. McCollum:

Please find the enclosed March 27, 2006 executed Supplemental Number 1 for FM 410520-1, Contract Number AJ 766. The supplemental agreement extends the original scope of the County Incentive Grant (CIGP) project for SR 434 to include both right of way and construction activities.

Following the Department's meeting with Seminole County on March 17, 2006, the Department has agreed to transfer \$250,000 of CIGP funds in the Department's Work Program to the construction phase of the SR 434 project. In addition, Seminole County will provide to the Department the required 50% CIGP matching funds of \$250,000 from their Gateway Mitigation Fund. The total of the \$500,000 will be applied to SR 434 construction that is currently anticipated to begin in Fiscal Year 2006.

The remaining balance in Contract AJ766 in the CIGP agreement is to be applied to the right of way and post design services for the SR 434 project identified above.

Sincerely,

Thomas J. Moscoso
Special Projects Supervisor
District Five

Attachments

C: Co-Co Wu, P.E. Seminole County
Dan McDermott, FDOT
Todd Long, FDOT
George Lovett, FDOT

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT
THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA, ON THE 28th DAY OF February, A.D., 2006.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the State Road 434 widening (Maitland Boulevard to State Road 436); and

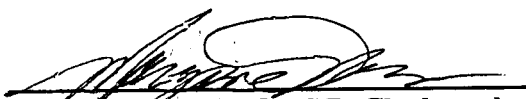
WHEREAS, the State of Florida Department of Transportation and Seminole County executed a County Incentive Grant Program Agreement for the aforementioned project on May 25, 2001, Financial Project Number 410520-1-54-01; and

WHEREAS, the State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation Amendment Number 1 to the County Incentive Grant Program Agreement for said project (FDOT Financial Project No. 410520-1-54-01); and


NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the County Incentive Grant Program Agreement Amendment Number 1 for the aforementioned project (FDOT Financial Project No. 410520-1-54-01).

ADOPTED THIS 28th DAY OF February A. D., 2006.

ATTEST:


MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY


Carlton D. Henley, Chairman

Approved as to legality, form and sufficiency for
Seminole County, Florida


County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1

EXECUTION DATE: 3/27/2006

Financial Management Number: 410520-1-54-01 Agency: Seminole County Contract No: AJ 766	Fund: CIGP Function: 215 Federal No.: N/A Amendment Amount N/A	FLAIR Approp: 088572 FLAIR Obj.: 750008 Org. Code: 55053010541 Vendor No.: F596000856065
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The terms of the original County Incentive Grant Program Agreement, executed on May 25, 2001, are hereby amended as follows:

SEMINOLE COUNTY is hereby authorized to perform additional services as described in Exhibit "A", attached hereto. The Department and Seminole County have agreed to expand the original SCOPE AND PERFORMANCE section to include any necessary right of way acquisition or construction activities related to the project scope. This executed Supplemental Amendment will serve as notice that the scope is revised to include right of way and construction activities.

All services are to be completed on or before June 30, 2008.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

The following attachments are hereby incorporated into this Amendment:

Exhibit "A", Scope of Services

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton D. Henley
Carlton D. Henley, Chairman

Attest:

Maryanne Morse
MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and Seminole County, Florida.

Approved as to form and legal sufficiency.

County Attorney
County Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Noranne B. Downs
Name: Noranne B. Downs, P.E.
Title: Director of Transportation Development

Attest:

Executive Secretary
Executive Secretary

Legal Review:

EXHIBIT "A"

SCOPE OF SERVICES

The originally scope identified in Section 1. SERVICES and PERFORMANCE is revised for Seminole County to include:

- 1.) Any activities necessary to complete the acquisition of right of way and construction. FDOT will be the acquiring agent for the acquisition of right of way.

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 8TH DAY OF MAY, 2000 A.D., 2000.**

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the State Road 434 widening (Maitland Boulevard to State Road 436); and

WHEREAS, the State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation the County Incentive Grant Program Agreement for the aforementioned project, FIN Number 410520-1-54-01.


NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that Jerry McCollum, P.E., County Engineer, is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the County Incentive Grant Program Agreement for the aforementioned project, FIN Number 410520-1-54-01.

BE IT FURTHER RESOLVED that the aforementioned County Incentive Grant Program Agreement be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS 8TH DAY OF MAY, 2001 A.D., 2001.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

ATTEST:


**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**


Dick Van Der Weide, Chairman

Approved as to Legality, Form and
Sufficiency for Seminole County, Florida.


County Attorney

Catalog of State Financial Assistance No. 55.008

Financial Project No 410520-1-54--01
COUNTY: Seminole

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Seminole County, hereinafter referred to as the "COUNTY".

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 410520-1-54 for SR 434 from Maitland Blvd to SR 436, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. 2001-R-86 dated the 8th day of May, 2001, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1-SERVICES AND PERFORMANCE

- A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: Conducting a PD & E update and design for the widening from a 4 lane rural section to a six (6) lane section of SR 434 for approximately .175 miles, as further described in Exhibits "A" and "B" attached hereto and made a part here of.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. i) For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

ii) The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specification for Road and Bridge Construction (2000), as amended.

E. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Florida Department of Transportation	Seminole County Public Works/Engineering Division
133 So. Semoran Blvd.	520 W. Lake Mary Blvd. Ste.200
Orlando, FL 32804	Sanford, FL 32773-0000

2-TERM

A. The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

- Design to be completed on or before 9/30/03.
- Construction contract to be let on or before N/A.
- Construction to be completed on or before N/A.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

BK 0271 PG 1368

3-COMPENSATION AND PAYMENT

A. The parties agree that the estimated total project costs are one million three hundred thousand dollars (\$1,300,000.00). The parties further agree that the DEPARTMENT'S maximum participation is six hundred fifty thousand dollars (\$650,000.00) and all remaining costs of the project will be borne by the COUNTY.

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing: *(choose one by "X" on line)*

X - monthly, or

_____ - quarterly, or

_____ - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in an Exhibit attached to this agreement.

iii) In the event the COUNTY proceeds with the design, construction and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044 (29), Florida Statutes.

C. If this contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The DEPARTMENT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

F. Travel costs will not be reimbursed.

G. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

H. Records of costs incurred under terms of this Agreement shall be maintained and made

available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

I. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

J. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

4-INDEMNITY AND INSURANCE

A. i) To the extent allowed by Section 768.28, Florida Statutes, the COUNTY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the COUNTY, its officers, agents, employees, contractors/subcontractors, consultants/subconsultants or due to any negligent act or occurrence of omission or commission of the COUNTY, its officers, agents, employees, contractors/subcontractors, consultants/subconsultants. Neither COUNTY nor any of its officers, agents, employees, contractors/subcontractors, consultants/subconsultants will be liable under this section for the negligence of the DEPARTMENT or any of its officers, agents or employees.

ii) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees."

B. **LIABILITY INSURANCE.** The COUNTY shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT's Standard Specification for Road and Bridge Construction (2000), as amended.

C. **WORKER'S COMPENSATION.** The COUNTY shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5-COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract for purposes other than those set out in Section 337.274, Florida Statutes.

E. Recipients of state funds are to have audits done annually using the following criteria.

State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency.

In the event that a recipient expends \$300,000 or more in State awards during its fiscal year, the recipient must have a state single or program specific audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

If a recipient expends less than \$300,000 in State awards during its fiscal year, an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General is not required. If a recipient expends less than \$300,000 in State awards during its fiscal year and elects to have an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, the cost of the audit must be paid from non-State funds.

Reporting Packages and management letters generated from audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Project records shall be retained and available for at least 3 years from the date the audit report is issued. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit workpapers shall be given FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and *Chapter 10.600, Rules of the Auditor General* shall be sent to:

State of Florida Auditor General
Attn: Ted J. Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

6-TERMINATION AND DEFAULT

A. This Contract may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to

terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Contract may be canceled by the COUNTY upon (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

7-MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with

the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this 10th day of May, 2001, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 2001-R-86 of the Board on the 8th day of May, 2001, and the DEPARTMENT has executed this Agreement through its District Secretary for District Five, Florida Department of Transportation, this day of May 25, 2001.

Seminole County, Florida

ATTEST:  (SEAL)

CLERK

BY: 

CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:  (SEAL)

EXECUTIVE SECRETARY

BY: 

DISTRICT SECRETARY
DISTRICT FIVE

NAME: Linda S. Underhill

DOT Legal Review: 

Availability of Funds Approval:

(Date)

EXHIBIT "A"

FM NO: 410520-1-54-01

County Incentive Grant Program

PRIORITY 1 for FY 00/01

STATE ROAD 434

Maitland Boulevard to State Road 436

- (a) **Name and address of applicant:** Jerry McCollum, P.E.
Seminole County Engineer
520 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

- (b) **Project Description:**

The existing roadway is a four-lane rural section carrying 46,600 cars per day. This project consists of widening State Road 434 to six lanes between Maitland Boulevard and State Road 436, a distance of approximately 1.75 miles. The project is located in southwestern Seminole County, in the Altamonte Springs area, west of Interstate 4. The existing right of way will accommodate the roadway widening, however, additional right of way may be required to upgrade the stormwater treatment.

Project Location Map: See attached map, Location F

Detailed description of the project for improving traffic flow and reducing traffic congestion of the state highway system:

State Road 434 is an important north/south road connecting Seminole and Orange Counties. It serves as an alternate to Interstate 4, which will be crucial during the upcoming Interstate 4 construction for maintenance of traffic. By providing an additional two lanes on SR 434, the roadway's Level of Service (LOS) will dramatically improve from the current LOS "E/F" to LOS "C". The FDOT John Young Parkway project will connect to State Road 434 at State Road 424, providing a continuous connection through Orange County and relieve area congestion during the reconstruction of Interstate 4.

- (c) **Identification of whether the project is in the Department's Five Year Work Program and if so, provide the work program item number:**

The project is not in the FDOT's Five Year Work Program.

- (d) **Certification from the chief financial officer of the County that sufficient matching funds are available:**

The County certifies that \$650,000 will be available in January of 2001 from a developer's commitment for the PD&E and design phases of this project. (see attached Exhibit 1)

- (e) **Details of which project phases are included in the request for matching funds, an accounting of the current stage of project development and a schedule of future project development:**

We are requesting a match of 50% of the PD&E and design costs, which are estimated at \$1,300,000. This estimate was developed in conjunction with FDOT staff. *Therefore, the total amount requested is \$650,000 in FY 00 01.* We have secured a commitment from a developer for the remaining \$650,000. If money is remaining after design, any remaining funds would be used for right-of-way acquisition.

Once the money is secured, the County would update the FDOT PD&E study and then complete the design phase. We expect to complete the PD&E update and design approximately two years after consultant selection. We will pursue funding of the remaining right-of-way (if needed) and construction through FDOT's Five-Year Work Program or other Grant sources.

- (f) **An accounting of expenditures to date for each project phase and a current cost estimate for each project phase:**

The County has not made any expenditures on this project other than staff time during the planning phase. The current cost estimate for the PD&E update and design is \$1.3M. The cost estimate for right-of-way acquisition and construction combined is \$9,100,000.

- (g) **Certification that the project is consistent with the Florida Transportation Plan, the Comprehensive Plan of the Metropolitan Planning Organization where applicable and any local government comprehensive plan:**

As shown in Table 1, this project meets the above requirement.

- (h) **If the project is not located on the state highway system, a justification report detailing how the project will alleviate the need for construction or improvements to the state highway system by reducing traffic congestion, and quantitatively estimate the improvement through traffic capacity and/or increased level of service afforded the affected state highway:**

The project is located on the state highway system. This improvement will improve the existing LOS "E/F" to LOS "C" and will also provide capacity for future growth.

- (i) **Any other relevant information necessary to assure compliance with the eligibility requirements and to meet the ranking criteria.**

1. The extent to which the project will encourage, enhance, or create economic benefits:

Currently, the City of Altamonte Springs is executing a major public/private development plan east of State Road 434 and north of Maitland Boulevard that is planned for 2.4M sq. ft. of commercial/retail/office, 100,000 sq. ft. of light industrial, 1,100 multi-family units and 400 hotel rooms by 2020. Improvements to this segment would clearly benefit access and thus aid in the viability of the plan.

Other proposed commercial, retail and industrial development in the immediate and surrounding areas necessitates improvement of this north/south corridor. Site developers and corporate relocation consultants note that increased traffic congestion and extended commute times are primary concerns during the site selection process.

2. The likelihood that assistance would enable the project to proceed at an earlier date than the project would otherwise proceed:

Without this grant money, the project would not be further studied or designed until funding was found. Since the project is not in the FDOT's Five Year Work program (FY 00/01 to FY 04/05) and the County does not have any allotted funds, the PD&E/design would likely not begin until at least FY 05/06, which is after the Interstate 4 interim improvements will have been initiated. With this funding, the updated PD&E and the design phase would begin in FY 00/01.

Updating the PD&E Study and completing design for this project will define the ultimate improvements for this roadway which will allow the County and the City to accurately quantify private sector contributions to construction.

3. The extent to which assistance would foster innovative public-private partnerships and attract private debt or equity investment:

The County has secured a commitment from a developer for \$650,000. The agreement was made with the understanding that the County would diligently pursue the remaining funds needed to begin the PD&E/design phase.

4. The extent to which the project uses new technologies, including intelligent transportation systems, which would enhance the efficiency of the project:

We will provide fiber optic conduit within the roadway right-of-way. The County is also upgrading all of the signalized intersections to include ITS compatible architecture.

5. The extent to which the project helps to maintain or protect the environment:

The existing drainage through most of the project corridor is routed through swales. As part of this project, we would upgrade the drainage by retaining all of the stormwater runoff.

6. The extent to which the project includes transportation benefits for improving intermodalism and safety:

Additional lanes will result in a higher level of service, which will contribute to reduced accidents. A widening project, in addition to providing increased capacity, also provides an opportunity to correct any existing safety problems. The project will be done in conjunction with FDOT's Bicycle and Pedestrian Coordinator so that we provide opportunities for non-motorized travel.

The widening will be accomplished either concurrent with or in advance of a federal, state, county and Altamonte Springs funded North Orange/South Seminole ITS Circulator System. One of the main alignments of this system will be located along State Road 434. Widening State Road 434, in conjunction with development of this transit system, maximizes previous state investment in the transit system and helps provide congestion management relief for local trips which otherwise would use the roadway. Dedicated lanes will be constructed as part of the ITS Circulator System. Updating the PD&E and completing the roadway design to accommodate future transit increases exponentially the positive impacts of this grant request.

SUMMARY

STATE ROAD 434 Maitland Boulevard to State Road 436

A. Key Benefits of the Improvement:

- Improve existing Level of Service from "E/F" to "C"
- Maintenance of Traffic Relief for Future Interstate 4 Work
- Direct Improvement to the State Highway System
- Area Traffic Congestion Relief
- Accommodates Future Transit System

B. Grant Amount Requested:

- \$650,000 in Fiscal Year 2000/2001

C. Funds to be applied to:

- State Road 434 from Maitland Boulevard to State Road 436

STATE / LOCAL PLAN STATUS

PROJECT: STATE ROAD 434

LIMITS: Maitland Boulevard to State Road 436

LANAGE: 6-Lanes

STATUS	YES	NO	PLAN TO BE AMENDED
STATE / LOCAL			
Florida Transportation Plan	X		
FDOT 5 year Work Program		X	
County Comprehensive Plan	X (Page P-27)		
County Capitol Improvement Program	NA		
METRO PLAN			
2020 Plan	X		
2020 Financially Feasible Plan	X		
TRANSPORTATION IMPROVEMENT PROGRAM			
Transportation Improvement Program FY 2001-2005			
Funded Priority FY 2005-2015	X *		
Unfunded Priority FY 2015 – Beyond			

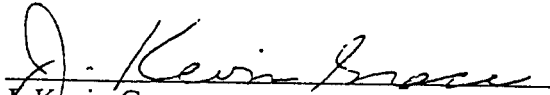
* Priority Number 10

County Incentive Grant Program

As the County Manager, I certify that Seminole County has sufficient matching funds for the following Capital Improvements Program (CIP) project.

Project: State Road 434 from Maitland Boulevard to State Road 436

Fiscal Year: 2000/2001 (\$650,000 from a developer commitment in January 2001)


J. Kevin Grace,
County Manager

9-25-00
Date

Project: SR 434
FM No.: 410520-1-54-01

EXHIBIT "B"
PROJECT SCOPE AND PROJECT RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Seminole County dated _____.

PROJECT SCOPE: The project consists of providing engineering services to complete the PD&E update and final design for 6-laning SR 434 using an open drainage system. Providing a curb and gutter section is not a part of the agreement. This grant does not include construction, therefore any references to construction in the agreement are not applicable.

PROJECT RESPONSIBILITIES: FDOT will perform the PD&E update. Seminole County's consultant will provide the necessary engineering support for the PD&E update and will provide the final design.